

Contract ID#: B9000011C-03**E-84-15**Department: Public Works**E-84-15****CFPW15000008****CF (Capital)  
Contract Details**SERVICE On-Call Building DesignNIFS ID #: CFPW15000008 NIFS Entry Date: 4/9/15 Term: Commencement to 2 Years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/> RES#	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

**Agency Information**

Vendor	
Name Sidney B. Bowne & Son, LLP	Vendor ID# 11-2630268
Address 235 East Jericho Turnpike PO Box 109 Mineola, NY 11501	Contact Person Frank Antetomaso, P.E.  Phone 516 / 746-2350

County Department
Department Contact Shila Shah-Gavnoudias, P.E.
Address 1194 Prospect Avenue Westbury, NY 11590
Phone 516 / 571-9604

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	4/20/15	[Signature]	
	DPW Capital Only	CF Capital Fund Approval <input type="checkbox"/>	4/24/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	4/20/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
4/23/15	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	4/24/15	[Signature]	
4/24/15	County Attorney	CA Approval as to Form <input checked="" type="checkbox"/>	4/25/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	4/29/15	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
4/25/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/25/15	[Signature]	

Contract ID#: B9000011C-03Department: Public Works

## Contract Summary

**Description:**

**Purpose:**  
The Department of Public Works requested proposals from firms to provide "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.

**Method of Procurement:**

RFP – A qualification based rating system in accordance with General Municipal Law 103 and established DPW procedures.

**Procurement History:**

A RFP was publicized and made available to consulting firms for a period of two (2) weeks. The opening of the consultants technical and cost proposals took place on November 19, 2014. Sixteen (16) firms participated in the RFP process. The top eight (8) firms in ranking of the technical proposals are local firms.

**Description of General Provisions:**

This is a term contract that expires two (2) years from the Commencement Date.

**Impact on Funding / Price Analysis:**

Funding sources for this contract will be assigned as needed.

**Change in Contract from Prior Procurement:**
**Recommendation: (approve as submitted)**

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	90
Resp:	406
Object:	000
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$0.01
Other	\$
<b>TOTAL</b>	<b>\$0.01</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAP / 90-406 / 000	\$0.01
2		\$
3		\$
4	<i>J. D. Muto 4/24/15</i>	\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$0.01</b>

Document Prepared By: Robert LaBaw, Architect IIIDate: February 11, 2015

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>4/28/15</i>
Date	Date	(For Office Use Only)

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SIDNEY B. BOWNE & SON, LLP

APPROVED AS TO FORM

Deputy County Attorney

WHEREAS, the County has negotiated a personal services agreement with Sidney B. Bowne & Son, LLP for “On-Call” Building Design Services: Division of Engineering, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Sidney B. Bowne & Son, LLP

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Sidney B. Bowne & Son, LLP

**CONTRACTOR ADDRESS:** 235 East Jericho Turnpike / Mineola, NY 11501

**FEDERAL TAX ID #:** 11-2630268

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☒ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on October 1, 2014. Potential proposers were made aware of the availability of the RFP by newspaper advertisement & posting on website. Proposals were due on October 17, 2014. 16 proposals were received and evaluated. The evaluation committee consisted of Richard Millet, Deputy Commissioner, Rakhal Maitra, Deputy Commissioner, Brian Schneider, Assistant to the Deputy Commissioner, and Robert LaBaw, Architect III, Project Manager. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the eight (8) highest-ranking proposers were selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into \_\_\_\_\_

\_\_\_\_\_ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

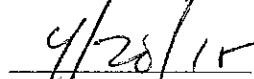
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Civil Service Employees Association, Nassau Local 830  
Att: Ronald Gurrieri, Executive Vice President

**FROM:** Department of Public Works


**DATE:** February 23, 2015

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
"On-Call" Building Design Contract  
Proposed Contract No: B9000011C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:  
Architectural / Engineering Services
2. The work involves the following: Providing "On-Call" Building Design Services for DPW's Building Construction Group in emergency/time sensitive situations, whenever special expertise is required, or when the scope of projects is such that a separate RFP for professional services is not warranted.
3. An estimate of the cost is: \$750,000.00
4. An estimate of the duration is: Twenty-four (24) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within (ten) 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

  
Kenneth G. Arnold  
Assistant to Commissioner

KGA:RM:WSN:pl

- c: Christopher Fusco, Director, Office of Labor Relations  
Keith Cromwell, Office of Labor Relations  
William S. Nimmo, Deputy Commissioner  
Rakhal Maitra, Deputy Commissioner  
Patricia Kivo, Unit Head, Human Resources Unit  
Loretta Dionisio, Hydrogeologist II  
Robert LaBaw, Architect III ✓



**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ

☒ RFP

☐ RFBC

☐ In-House Work Order

Project No. :

Project Title:

Department: Public Works

Date: September 23, 2013

Service Requested: RFP for "On-Call" Professional Building Design Services.

Justification: County Capital plan calls for numerous building improvements to be constructed.

Requested by:

Department/Agency/Office

Project Cost for this Phase: n/a-maximum multiplier of 2.75

Total Project Cost: \$2,500,000.00

Date Start Work:

Includes, design, construction and em

Capital Funding Approval:

☒ YES  
SIGNATURE

☐ NO

*Funding will be assigned  
as needed*

Funding Allocation (Project/subobject): \_\_\_\_\_

See Attached Sheet if multiyear ☐

Department Head Approval:

☒ YES

☐ NO

*[Signature]*  
SIGNATURE

DCE/Ops Approval:

☒ YES

☐ NO

*[Signature]*  
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

See Attached Sheet ☐

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

DCE/Ops Approval:

YES

NO

Signature \_\_\_\_\_

SSG:RM:lv



EDWARD P. MANGANO  
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590 - 2723

## **"ON-CALL" BUILDING DESIGN SERVICES**

**DIVISION OF ENGINEERING**

**AGREEMENT NO. B9000011C-03**

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Sidney B. Bowne & Son, LLP, having an office at 235 East Jericho Turnpike, P.O. Box 109, Mineola, NY 11501 (the "Firm").

### **WITNESSETH:**

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement;  
and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the two (2) year anniversary of the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any task order issued to the Firm, prior to the expiration of date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. For each specific task work order where work is performed past the Agreement expiration date, the Firm will be authorized in writing by the Department to perform and be compensated for their services.

2. Services, Extra Services and Reimbursable Expenses

(a) The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services: Division of Engineering. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and

hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) not specifically set forth in Exhibit "A", (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

- (1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- (2) Testing Laboratory Services.
- (3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- (4) Final models, photographs, renderings, Building Information Modeling (BIM) and Laser Scanning as requested by the County.
- (5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf of the Firm or their sub-consultants shall not be paid for by the County.
- (6) Premium pay for overtime work or night differential, if required by the specific task, shall be subject to the payment terms indicated in Exhibit "B".
- (7) Other comparable expenses as approved by the County.

### 3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services and reimbursements that may be so authorized, shall be payable as itemized in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed **Seven Hundred Fifty Thousand (\$750,000.00)** dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated

representative (the "Comptroller").

(c) **Timing of Claims for Payment.** The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) **No Duplication of Payments.** Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) **Payments in Connection with Termination or Notice of Termination.** Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) **Payments Relating to Services Rendered by Subconsultants.** The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by Subconsultants in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

#### 4. Ownership and Control of Work Product

##### (a) **Copyrights.**

- (i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.
- (ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.
- (iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.
- (iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon

execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, Firm, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm

has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy:

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.

(e) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subconsultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any Subconsultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether

the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of **Five Hundred and thirty three (\$533)** dollars for the processing of this Agreement



pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

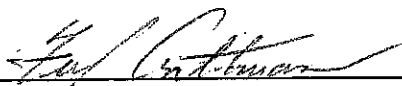
22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By:   
Name: Frank Antetomaso, P.E.  
Title: Partner  
Date: 1/22/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

**[Note to Departments:** County offices and bureaus that need to approve this Agreement in accordance with the Charter should evidence approval by signing the contract routing form and not by placing a signature on this Agreement.]

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 22<sup>nd</sup> day of January in the year 2015 before me personally came Frank Ontonioso to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Partner of Sidney B. Baine & Son, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

*Karen A. Petrocelli*  
NOTARY PUBLIC

KAREN A. PETROCELLI  
Notary Public, State of New York  
NO. 01PE6242121  
Qualified in Nassau and Suffolk Counties  
Commission Expires May 31, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## EXHIBIT "A"

### DETAILED SCOPE OF SERVICES

#### ON-CALL BUILDING DESIGN SERVICES

##### 1. Scope of Services:

Subject to the written direction, control and supervision of the Commissioner and encumbrance thereof by the County Comptroller for the required purpose, the Firm agrees to perform the specialized on-call operations assistance and design services, at various time periods, at any of the County's facilities.

The services to be provided by the Firm under this Agreement consist of "On-Call" Building Design Services for the County's Division of Engineering including, but not limited to, study, investigation, engineering, architectural/design/planning, CAD drafting, scheduling, estimating, constructability review, design review, and any other design related engineering services.

The specific services required for each project will be more specifically set forth in a written request for a proposal and cost estimate which will be provided to the Firm when such services are needed by the County.

##### 2. Notification

The Firm agrees to review the County's request within the specified time limit and provide the County with a written proposal and cost estimate based on the terms and conditions of this Agreement. The County reserves the right to accept or reject any proposal and estimate from the Firm. Additionally, the County is not required to assign any work to the Firm under this Agreement.

The Department reserves the right to extend the number of work-hours for specific assignments at any time during the assignment. The Department reserves the right to make multiple project assignments for the site specific services. Further, the Department reserves the right to transfer or otherwise modify such specific assignments to another project on the site if deemed in their best interest.

##### 3. Task Order (Mission) Procedures

This Agreement is an on-call services agreement. Nothing contained in this agreement, shall be deemed to assign, or guarantee assignment of, any work to the Firm. Any work that may be assigned to the Firm is subject to all the terms and conditions contained in this Agreement.

a) Task Order Issuance and Submission of Proposal - in the event that the Department identifies the need for services under this Agreement, the Department may issue a task order (the "Mission") that provides a detailed description of the services the Department requires and the type of cost estimate it is requesting. Depending on urgency of the work, the Department may send the Task Order to the Firm for a response within a week. Under normal circumstances if the Task order is sent to the Firm, the Firm shall:

1) Review the task order and respond to the Department with any questions the Firm may have within five (5) business days of the Department's issuance of the Task Order; and

2) Submit to the Department a task order proposal (the "Proposal") within the time specified in the Task order, which shall include, without limitation: (i) (A) the staff

proposed to provide the requested services, their classification and corresponding hourly rates consistent with those set forth in this Agreement, or (I)(B) in the event of a lump sum proposal, the total fee the Firm will require to complete the work described in the Task Order and (ii) the total time the Firm will require to complete the work described in the Task Order.

(b) Department review of Proposal and Cost Proposal:

1) The Department shall review the proposal and the Department may, in its sole and absolute discretion, (i) select the Firm to provide the requested services or a part of the service, (ii) reject the Proposal or (iii) request modifications to the proposal and grant additional time for the submission of a revised Proposal.

2) The Commissioner shall notify the selected Firm in writing of the Department's determination if the Proposal is accepted by the Department. The Department will issue a notice to proceed setting forth a start date and any additional terms and conditions that may apply.

## EXHIBIT "B"

### PAYMENT SCHEDULE

#### ON-CALL BUILDING DESIGN SERVICES

Payment(s) to the Firm for all services under this Agreement that are authorized by the Department shall be made in accordance with Section 3 of this Agreement and further described below:

#### 1. SERVICES

(a) Payment for services under this agreement shall be made (i) on the basis of a lump sum; or (ii) the actual salaries paid to the approved technical personnel engaged in performing the service as set forth in the Maximum Hourly wage Rate schedule as defined below, exclusive of payroll taxes, insurance, and any and all fringe benefits, times a multiplier of 2.1; or (iii) the terms delineated for the specific assigned task. The method of determining compensation shall be established for each project as set forth in the Department's written Task Order.

(b) Sub-consultants and Special Consultants

Sub-consultants or Special Consultants engaged by the Firm, as submitted in the proposal or with the prior written consent of the Commissioner, shall be compensated on the same basis as provided herein for employees of the firm unless the Firm has been approved to utilize a Sub-consultant or Special Consultant that has a firm multiplier that is below that stated above for the Firm. The Firm shall be reimbursed the actual cost of the fees of the Sub-consultant or Special Consultant. The Firm shall first obtain the approval of the Commissioner before retaining any special consultant for services other than any of the services for which the Firm has claimed skill and experience forming the basis of this agreement.

#### 2. MAXIMUM HOURLY WAGE RATE SCHEDULE:

The "Maximum Hourly Wage Rate Schedule" annexed hereto and made a part hereof as Exhibit "C" shall list the job classifications and maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate schedule shall be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. Subject to written approval of the Department, the Firm may grant an employee a salary increase within a classification or a change of a classification upon written notification to the Department one month prior to the effective date of such an increase. Premium pay for overtime work or night differential, if applicable, over and above the straight hourly rate, performed for any services rendered under this agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred as set forth on the Maximum Hourly Wage Rate schedule. Notwithstanding the foregoing, the maximum billable rate, after the application of a multiplier for any services provided under the terms of this agreement shall not exceed **One Hundred Seventy Five (\$175)** dollars per hour.

## **EXHIBIT "C"**

### **MAXIMUM WAGE RATE SCHEDULE**

## EXHIBIT "EE"

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Firm shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Firm shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, up-gradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Firm will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, up-gradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Firm shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Firm's obligations herein.

(c) The Firm shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Firm shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Firm shall, in its advertisements and solicitations for Sub-consultants, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Sub-consultants must be equal opportunity employers.

(f) Firms must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Firms for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Sub-consultants so that, to the greatest extent feasible, all Sub-consultants will be approved prior to commencement of work. Any additions or changes to the list of Sub-consultants under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Firm to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Sub-consultant approval has been requested and prior to being granted, the contracting agency may require the Firm to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Firm to submit such documentation at any time after Sub-consultant approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Firm must submit Documentation.



(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Firm must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Firm's Subcontracts and Firm's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Firm shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Firm shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Firm has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Firm shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Sub-consultant and shall complete all forms provided by the Executive Director or the Department Head relating to Sub-consultant utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Firms or Sub-consultants in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of

affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Firm shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Sub-consultant as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Firm, listing the procedures it has undertaken to procure Sub-consultants in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Firm" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Firm, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Sub-consultant.

As used in this Appendix EE the term "County Firm" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Firm reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Firm welcomed bids and quotes from M/WBE Sub-consultants. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Firm's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Sub-consultants to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE Sub-consultants encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Sub-consultants were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Firm that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Firm shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Firm must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Sub-consultants by the County Firm must also be included with the Best Effort Documentation.
- i. County Firms may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Firm.

As used in this Appendix EE, the term "Sub-consultant" shall mean a person or firm who performs part or parts of the contracted work of a prime Firm providing services, including construction services, to the County pursuant to a county contract. Sub-consultant shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Firm that are necessary for the prime Firm to fulfill its obligations to provide services to the County pursuant to a county contract. Sub-consultant shall not include a supplier of materials to a Firm who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Firm, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Firms to retain or submit documentation of best efforts to utilize certified Sub-consultants and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Frank Antetomaso (Name)

235 E. Jericho Turnpike, Mineola, NY 11501 (Address)

516-746-2350 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/22/15  
Dated

  
Signature of Chief Executive Officer

Frank Antetomaso, P.E., Partner  
Name of Chief Executive Officer

Sworn to before me this

22nd day of January, 2015

Karen A. Petrocelli  
Notary Public

KAREN A. PETROCELLI  
Notary Public, State of New York  
NO. 01PE6242121  
Qualified in Nassau and Suffolk Counties  
Commission Expires May 31, 2015

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: RouteSmart Technologies, Inc.

Address: 235 E. Jericho Turnpike

City and State: Mineola, New York Zip Code 11501

2. Firm's Vendor Identification Number: 11-3457432

3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. Private Corp. Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Frank Antetomaso 1 Dolphin Drive, Massapequa, New York 11758

Zabdiel Blackman 9 Hillcrest Road, Port Washington, New York 11050

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. ( \* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section ) (attach additional sheet (s) if necessary).

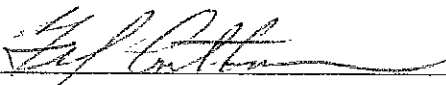
same as above

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [ if none, enter "None" ] ( \* include a separate disclosure form for each affiliated or subsidiary company ) (attach additional sheet (s) if necessary).

Sidney B. Bowne & Son, LLP and RouteSmart Technologies, Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 6/22/15

Signed: 

Print Name: Frank Antetomaso

Title: President

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Bowne Management Systems, Inc.

Address: 235 E. Jericho Turnpike

City and State: Mineola, New York Zip Code 11501

2. Firm's Vendor Identification Number: 11-2630268

3. Type of Business:  
☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture  
☐ Ltd Liability Company ☒ Closely Held Corp. ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Frank Antetomaso 1 Dolphin Drive, Massapequa, New York 11758

Zabdiel Blackman 9 Hillcrest Road, Port Washington, New York 11050

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Same as above

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Sidney B. Bowne & Son, LLP and RouteSmart Technologies, Inc.

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Dated: 1/22/15

Signed: Frank Antetomaso

Print Name: Frank Antetomaso,

Title: President

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Sidney B. Bowne & Son, LLP  
Address: 235 E. Jericho Turnpike  
City and State: Mineola, New York Zip Code 11501

2. Firm's Vendor Identification Number: 11-1730562

3. Type of Business:  
Public Corp. ☒ Partnership ☐ Sole Proprietorship ☐ Joint Venture  
Ltd Liability Company ☐ Closely Held Corp. ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Frank Antetomaso 1 Dolphin Drive, Massapequa, New York 11758

Zabdiel Blackman 9 Hillcrest Road, Port Washington, New York 11050

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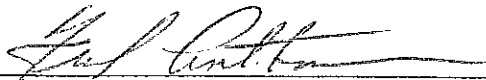
Same as above.

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Bowne Management Systems, Inc. and RouteSmart Technologies, Inc.

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Dated: 4/22/15

Signed: 

Print Name: Frank Antetomaso, P.E.

Title: Partner



EDWARD P. MANGANO  
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723

October 22, 2014

Sidney B. Bowne & Son, LLP  
235 E. Jericho Turnpike  
P.O. Box 109  
Mineola, New York 11501

Att: Vincent DeVita, Controller

Re: Sidney B. Bowne & Son, LLP and Bowne Management Systems, Inc.  
All Current Agreements

To Whom It May Concern:

We have reviewed the information contained in your letter dated October 1, 2014, and approve the wage rate of the following employee(s) effective September 22, 2014, as follows:

NAME	TITLE	RT/HOUR
Benard Abbate	EA-4	\$50.72
Gino N. Aiello	EA-3	\$40.56
Richard N. Annitto	C81	\$90.20
Amanda Antetomaso	TT-1	\$17.00
Francis Antetomaso	EA-1	\$27.64
Frank Antetomaso	EA-6	\$90.00
John Antetomaso Jr. (summer p/t)	S-1	\$15.00
James J. Antonelli	EA-5	\$57.98
Greg Asmus	EA-1	\$27.07
Rigoberto Atienza	CI-3	\$33.00
Olga Azovsky	ET-3	\$37.00
Leland Bailey	C71	\$48.22
Charles J. Bartha	EA-5	\$65.88
Joseph Benedetto	ET-7	\$47.68
Laura M. Blackman	ET-1	\$28.95
Zeb Blackman	EA-6	\$90.00
Kristine Blanco	C51	\$39.04
Rafael Blanco	CI-2	\$26.01
Robert J. Bornholdt	ET-8	\$51.29
Girk Cakmak	C71	\$47.30
Salvatore Canova	C41	\$35.48
Michael Capobianco	BT-6	\$40.72
Joseph Castagna	EA-4	\$53.30
Nima Shahi-Cheshmeh (intern p/t)	ET-1	\$15.00
Roger Cocchi	EA-5	\$62.49
Christopher Creamer	EA-1	\$25.00
James Cush	S-1	\$22.00
James Cush	Constr. Rod Man	\$39.46
James Cush	Design Rod Man	\$25.54
James Cush	Constr. Instr Man	\$46.02
James Cush	Design Instr. Man	\$29.41
Avirup Datta	CI-3	\$45.00

K:\Support Staff\Author\Mehrtens, Douglas\SIDNEY BOWNE Wage Rate letter eff 9-22-14 Abbate.doc

*Rec'd @ Bowne  
on 10/28/14  
cc. ✓ [Signature]  
✓ J. H.*

Sidney B. Bowne & Sons, LLP

October 22, 2014

Page four

Re: Sidney B. Bowne & Son, LLP and Bowne Management Systems, Inc.  
All Current Agreements

Peter de Sciora	C41	\$27.14
Kathryn L. DeVita	C22	\$30.90
Vincent DeVita	N/A	\$57.70
Diana Diaz	TT-1	\$23.23
Mauricio Diaz	EA-3	\$44.66
Elizabeth Dickman	ET-2	\$33.12
Kurt H. Dietrich	EA-5	\$57.99
Gianfranco DiSalvo	EA-3	\$42.23
James J. Donahoe	C61	\$35.97
Richard Dond (NJ)	C23	\$25.04
John Eiseman	ET-8	\$60.68
Raymond V. Elmore	S-4	\$50.83
Christopher Fagan	C21	\$17.69
Timothy Farides	C71	\$45.00
Christopher Farrell, (summer intern)	ET-1	\$14.00
Steven Feihel	EA-3	\$46.23
David Fitzgerald	EA-4	\$49.40
Margaret Fotopoulos	EA-3	\$44.00
Donna Funaro	C72	\$70.00
Joseph Fusillo	EA-5	\$60.62
Elaine Garavuso	TT-2	\$27.08
Samantha Gass	EA-1	\$29.47
Richard Geiger	EA-4	\$54.43
Evan S. Gorin	C73	\$58.71
Kenneth P. Grasso	EA-4	\$55.52
Fredric Griffiths	S-4	\$51.00
Glenn Haase	EA-3	\$48.00
James E. Hall	C72	\$54.81
Thomas E. Hewitt	C51	\$39.19
Ronald D. Horton	EA-2	\$35.29
Anthony J. Infranco	S-1	\$29.64
Anthony J. Infranco	Constr. Instr. Man	\$46.02
Anthony J. Infranco	Design Instr. Man	\$29.64
Darrin C. Johnson (NJ)	C23	\$23.80
Howard I. Kaplan	ET-4	\$37.60
Edward J. Keenan, Jr.	C74	\$66.95
Christopher Kelly	C73	\$65.00
Dane Kenny	EA-4	\$56.46
Christopher M. Kobos	C61	\$49.96
Narender Kohli	C51	\$43.27
Lawrence Y. Kuo	EA-3	\$49.56
Iren Kur	ET-3	\$36.77
Leonard LaSala	EA-5	\$56.95
Han Lau	EA-4	\$48.99
John L. LaVolpe	C72	\$51.84
Peter Lazio	S-4	\$54.08
Rajesh Lingamarla	C61	\$45.78
Frank Lowe	EA-5	\$60.00
Lauren Luball	C22	\$20.09
Francis Lynch	ET-8	\$55.33
James Mangelli	CI-4	\$43.10
John Mangino	CI-3	\$37.27
Kevin Mansfield	CI-4	\$50.28
Frank P. Matzen	C62	\$44.67
Daniel Mayberry	EA-1	\$30.57
Joseph McDonnell	ET-1	\$15.00
Sabrina McKay	TT-2	\$30.77

Sidney B. Bowne & Sons, LLP

October 22, 2014

Page four

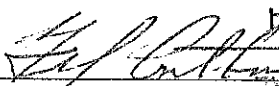
Re: Sidney B. Bowne & Son, LLP and Bowne Management Systems, Inc.

All Current Agreements

Andrew Meys	S-4	\$49.32
Andrew Meys	Constr. Party Chief	\$60.40
Andrew Meys	Design Party Chief	\$49.32
Louis Miritello	ET-8	\$42.87
Leslie A. Mitchel	ET-8	\$56.50
Jeffrey Munzing	CI-3	\$41.20
Brian J. Murrell	BA-3	\$50.54
Ahmadshah Naik	EA-4	\$45.00
Fenol Nelson (NJ)	C23	\$22.72
William Norton-Taylor	ET-7	\$48.77
Robert Orr	S-4	\$52.55
Robert Orr	Constr. Party Chief	\$60.40
Robert Orr	Design Party Chief	\$52.55
Kristina O'Sullivan	TT-1	\$16.00
Lilyanne Parengkuan	EA-3	\$48.00
Evan Proios	C71	\$50.00
Swaroop Puchalapalli	EA-3	\$47.90
Noris Ramirez-Walton	ET-5	\$37.28
Kevin Ramsen	C61	\$56.69
Lenor Rivera	EA-3	\$46.00
Reinaldo Rivera	ET-2	\$28.70
Edward Robinson	C71	\$52.45
Nicholas Scarpa (intern p/t)	C21	\$15.50
Joseph Schechter	C72	\$53.65
Stephen Schwiebert	C21	\$15.00
Judith Sergio	TT-2	\$37.17
Kenneth J. Sholander	C71	\$52.55
Jonathan Siskind	ET-8	\$55.69
Richard Slutzah	C74	\$65.00
David Spektor	EA-4	\$52.68
Richard Steinberg	C-73	\$60.36
Paul Stevens	EA-5	\$71.28
William Styne	C72	\$50.36
Victor B. Thomas	EA-3	\$48.00
Ngoc V. Tran	C-73	\$64.02
John Van Wagner	CI-3	\$43.25
Suresh S. Varadarajan	C71	\$51.44
Gina N. Varricchio	C22	\$32.90
Catherine E. Veliz	C41	\$33.36
George P. Volkman	EA-5	\$60.62
John M. Waltz	EA-5	\$61.07
Joel L. Warhaftig	EA-3	\$42.87
Calvin Washington	ET-1	\$24.86
Matthew Wedlock	S-3	\$37.86
Matthew Wedlock	Constr. Party Chief	\$60.40
Matthew Wedlock	Design Party Chief	\$37.86
Thomas Whiteside	EA-4	\$49.19
Sucil Wijewardena	EA-3	\$38.13
Donna Wiseberg	C73	\$63.86
Chad Yoder	C72	\$58.94
Niel Zanfardino	C22	\$20.00
William P. Zawoluk	C41	\$30.00
Howard Zelizer	C61	\$47.43
Xingnian Zheng	C71	\$46.44
John Ziegler	ET-5	\$44.85

E-84-15

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: RouteSmart Technologies, Inc.  
Address: 235 E. Jericho Turnpike  
City and State: Mineola, New York Zip Code 11501
2. Firm's Vendor Identification Number: 11-3457432
3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company \_\_\_\_\_ Closely Held Corp. Private Corp. Other (specify) \_\_\_\_\_
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)  
Frank Antetomaso 1 Dolphin Drive, Massapequa, New York 11758  
Zabdiel Blackman 9 Hillcrest Road, Port Washington, New York 11050  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. ( \* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section ) (attach additional sheet (s) if necessary).  
same as above  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [ if none, enter "None" ] ( \* include a separate disclosure form for each affiliated or subsidiary company ) (attach additional sheet (s) if necessary).  
Sidney B. Bowne & Son, LLP and RouteSmart Technologies, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.
- Dated: 5/22/15 Signed:   
Print Name: Frank Antetomaso Title: President
- RECEIVED  
NASSAU COUNTY  
CLERK OF THE CLERK  
MAY 29 P 1:44

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Bowne Management Systems, Inc.

Address: 235 E. Jericho Turnpike

City and State: Mineola, New York Zip Code 11501

2. Firm's Vendor Identification Number: 11-2630268

3. Type of Business: \_\_\_\_\_ Public Corp. \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd Liability Company X Closely Held Corp. \_\_\_\_\_ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Frank Antetomaso 1 Dolphin Drive, Massapequa, New York 11758

Zabdiel Blackman 9 Hillcrest Road, Port Washington, New York 11050

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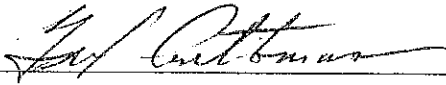
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Dated: 1/22/15

Signed: 

Print Name: Frank Antetomaso,

Title: President

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Sidney B. Bowne & Son, LLP

Address: 235 E. Jericho Turnpike

City and State: Mineola, New York Zip Code 11501

2. Firm's Vendor Identification Number: 11-1730562

3. Type of Business:  
☐ Public Corp. ☒ Partnership ☐ Sole Proprietorship ☐ Joint Venture  
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

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Zabdiel Blackman 9 Hillcrest Road, Port Washington, New York 11050

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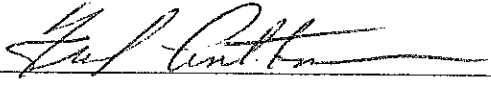
Same as above.

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Bowne Management Systems, Inc. and RouteSmart Technologies, Inc.

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Dated: 1/22/15

Signed: 

Print Name: Frank Antetomaso, P.E.

Title: Partner

EDWARD P. MANGANO  
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.  
COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
1194 PROSPECT AVENUE  
WESTBURY, NEW YORK 11590-2723

October 22, 2014

Sidney B. Bowne & Son, LLP  
235 E. Jericho Turnpike  
P.O. Box 109  
Mineola, New York 11501

Att: Vincent DeVita, Controller

Re: Sidney B. Bowne & Son, LLP and Bowne Management Systems, Inc.  
All Current Agreements

To Whom It May Concern:

We have reviewed the information contained in your letter dated October 1, 2014, and approve the wage rate of the following employee(s) effective September 22, 2014, as follows:

<u>NAME</u>	<u>TITLE</u>	<u>RT/HOUR</u>
Benard Abbate	EA-4	\$50.72
Gino N. Ajello	EA-3	\$40.56
Richard N. Annitto	C81	\$90.20
Amanda Antetomaso	TT-1	\$17.00
Francis Antetomaso	EA-1	\$27.64
Frank Antetomaso	EA-6	\$90.00
John Antetomaso Jr. (summer p/t)	S-1	\$15.00
James J. Antonelli	EA-5	\$57.98
Greg Asmus	EA-1	\$27.07
Rigoberto Atienza	CI-3	\$35.00
Olga Azovsky	ET-3	\$37.00
Leland Bailey	C71	\$48.22
Charles J. Bartha	EA-5	\$65.88
Joseph Benedetto	ET-7	\$47.68
Laura M. Blackman	ET-1	\$28.95
Zeb Blackman	EA-6	\$90.00
Kristine Blanco	C51	\$39.04
Rafael Blanco	CI-2	\$26.01
Robert J. Bornholdt	ET-8	\$51.29
Girk Cakmak	C71	\$47.30
Salvatore Canova	C41	\$35.48
Michael Capobianco	ET-6	\$40.72
Joseph Castagna	EA-4	\$53.30
Nima Shahi-Chashmeh (intern p/t)	ET-1	\$15.00
Roger Cocchi	EA-5	\$62.49
Christopher Creamer	EA-1	\$25.00
James Cush	S-1	\$22.00
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James Cush	Design Rod Man	\$25.54
James Cush	Constr. Instr Man	\$46.02
James Cush	Design Instr. Man	\$29.41
Avirup Datta	CI-3	\$45.00

*Rec'd @ Bowne  
on 10/28/14  
cc. ✓ Anthony H.  
✓ J. H.*

Sidney B. Bowne & Sons, LLP

October 22, 2014

Page four

Re: Sidney B. Bowne & Son, LLP and Bowne Management Systems, Inc.  
All Current Agreements

Peter de Sciora	C41	\$27.14
Kathryn L. DeVita	C22	\$30.90
Vincent DeVita	N/A	\$57.70
Diana Diaz	TT-1	\$23.23
Mauricio Diaz	EA-3	\$44.66
Elizabeth Dickman	ET-2	\$33.12
Kurt H. Dietrich	EA-5	\$57.99
Gianfranco DiSalvo	EA-3	\$42.23
James J. Donahoe	C61	\$35.97
Richard Dond (NJ)	C23	\$25.04
John Eiserman	ET-8	\$60.68
Raymond V. Elmore	S-4	\$50.83
Christopher Fagan	C21	\$17.69
Timothy Farides	C71	\$45.00
Christopher Farrell, (summer intern)	ET-1	\$14.00
Steven Feihel	EA-3	\$46.23
David Fitzgerald	EA-4	\$49.40
Margaret Fotopoulos	EA-3	\$44.00
Donna Funaro	C72	\$70.00
Joseph Fusillo	EA-5	\$60.62
Elaine Garavuso	TT-2	\$27.08
Samantha Gass	EA-1	\$29.47
Richard Geiger	EA-4	\$54.45
Bryan S. Gorin	C73	\$58.71
Kenneth P. Grasso	EA-4	\$55.52
Fredric Griffiths	S-4	\$51.00
Glenn Haase	EA-3	\$48.00
James E. Hall	C72	\$54.81
Thomas E. Hewitt	C51	\$39.19
Ronald D. Horton	EA-2	\$35.29
Anthony J. Infranco	S-1	\$29.64
Anthony J. Infranco	Constr. Instr. Man	\$46.02
Anthony J. Infranco	Design Instr. Man	\$29.64
Darrin C. Johnson (NJ)	C23	\$23.80
Howard I. Kaplan	ET-4	\$37.60
Edward J. Keenan, Jr.	C74	\$66.95
Christopher Kelly	C73	\$65.00
Dane Kenny	EA-4	\$56.46
Christopher M. Kobos	C61	\$49.96
Narender Kohli	C51	\$43.27
Lawrence Y. Kuo	EA-3	\$49.56
Iren Kur	ET-3	\$36.77
Leonard LaSala	EA-5	\$56.95
Han Lau	EA-4	\$48.99
John L. LaVolpe	C72	\$51.84
Peter Lazio	S-4	\$54.08
Rajesh Lingamarla	C61	\$45.78
Frank Lowe	EA-5	\$60.00
Lauren Luball	C22	\$20.09
Francis Lynch	ET-8	\$55.33
James Mangelli	CI-4	\$43.10
John Mangino	CI-3	\$37.27
Kevin Mansfield	CI-4	\$50.28
Frank P. Matzen	C62	\$44.67
Daniel Mayberry	EA-1	\$30.57
Joseph McDonnell	ET-1	\$15.00
Sabrina McKay	TT-2	\$30.77



Sidney B. Bowne & Sons, LLP

October 22, 2014

Page four

Re: Sidney B. Bowne & Son, LLP and Bowne Management Systems, Inc.  
All Current Agreements

Andrew Meys	S-4	\$49.32
Andrew Meys	Constr. Party Chief	\$60.40
Andrew Meys	Design Party Chief	\$49.32
Louis Miritello	ET-8	\$42.87
Leslie A. Mitchel	ET-8	\$56.50
Jeffrey Munzing	CI-3	\$41.20
Brian J. Murrell	EA-3	\$50.54
Ahmadshah Naik	EA-4	\$45.00
Fenol Nelson (NJ)	C23	\$22.72
William Norton-Taylor	ET-7	\$48.77
Robert Orr	S-4	\$52.55
Robert Orr	Constr. Party Chief	\$60.40
Robert Orr	Design Party Chief	\$52.55
Kristina O'Sullivan	TT-1	\$16.00
Lilyanne Parengkuan	EA-3	\$48.00
Evan Proios	C71	\$50.00
Swaroop Puchalapalli	EA-3	\$47.90
Noris Ramirez-Walton	ET-5	\$37.28
Kevin Ramsen	C61	\$56.69
Lenor Rivera	EA-3	\$46.00
Reinaldo Rivera	ET-2	\$28.70
Edward Robinson	C71	\$52.45
Nicholas Scarpa (intern p/t)	C21	\$15.50
Joseph Schechter	C72	\$53.65
Stephen Schwiebert	C21	\$15.00
Judith Sergio	TT-2	\$37.17
Kenneth J. Sholander	C71	\$52.55
Jonathan Siskind	ET-8	\$55.69
Richard Slutzah	C74	\$65.00
David Spektor	EA-4	\$52.68
Richard Steinberg	C-73	\$60.36
Paul Stevens	EA-5	\$71.28
William Styne	C72	\$50.36
Victor B. Thomas	EA-3	\$48.00
Ngoc V. Tran	C-73	\$64.02
John Van Wagner	CI-3	\$43.25
Suresh S. Varadarajan	C71	\$51.44
Gina N. Varricchio	C22	\$32.90
Catherine E. Veliz	C41	\$33.36
George P. Volkman	EA-5	\$60.62
John M. Waltz	EA-5	\$61.07
Joel L. Warhaftig	EA-3	\$42.87
Calvin Washington	ET-1	\$24.86
Matthew Wedlock	S-3	\$37.86
Matthew Wedlock	Constr. Party Chief	\$60.40
Matthew Wedlock	Design Party Chief	\$37.86
Thomas Whiteside	EA-4	\$49.19
Sunil Wijewardena	EA-3	\$38.13
Donna Wiseberg	C73	\$63.86
Chad Yoder	C72	\$58.94
Niel Zanfardino	C22	\$20.00
William P. Zawoluk	C41	\$30.00
Howard Zelizer	C61	\$47.43
Xingnian Zheng	C71	\$46.44
John Ziegler	ET-5	\$44.85

E-84-15 (2)

**Business History Form**

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: August 28, 2015

1) Bidder's/Proposer's Legal Name: Sidney B. Bowne & Son, LLP

2) Address of Place of Business: 235 E. Jericho Turnpike, Mineola, NY 11501

List all other business addresses used within last five years:

3) Mailing Address (if different): \_\_\_\_\_

Phone: 516-746-2350

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 00-886-6329

5) Federal I.D. Number: 11-1730562

6) The bidder/proposer is a (check one):      Sole Proprietorship X Partnership       
Corporation      Other (Describe)     

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes X No      If Yes, please provide details: We share office space, staff and equipment expenses with Bowne Management Systems, Inc. and RouteSmart Technologies, Inc.

8) Does this business control one or more other businesses? Yes      No XX If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No      If Yes, provide details: We have affiliate companies, Bowne Management Systems, Inc. and RouteSmart Technologies, Inc.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes      No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_

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NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
2015 AUG 28 P 3:43

occurrence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Sidney B. Bowne & Son, LLP has been in business for over 100 years and is one of the region's largest and most respected engineering consulting firms. More than 90% of our revenues comes from local government agencies - Long Island counties, towns, cities, villages and water districts. With such a heavy focus on the public sector, our continued success and reputation are critically dependent on our ability to maintain the highest level of integrity in the eyes of the local government community. Thus we need to diligently monitor and act upon any situation that might present a potential conflict of interest.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company \_\_\_\_\_ see attached \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No X  
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes \_\_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No X Yes \_\_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes \_\_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes \_\_\_\_ If Yes, provide details for each such

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Frank Antetomaso, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28<sup>th</sup> day of August 2015

Karen A. Petrocelli  
Notary Public

Name of submitting business: Sidney B. Bowne & Son, LLP

By: Frank Antetomaso, P.E.

[Signature]  
Print name  
Signature

Partner  
Title

8/28/15  
Date

KAREN A. PETROCELLI  
Notary Public, State of New York  
NO. 01PE6242121  
Qualified in Nassau and Suffolk Counties  
Commission Expires May 31, 2019

**6C. ATTACHMENTS TO BUSINESS HISTORY FORM****A. Company Information****i.) Date of Formation**

1895

**ii.) Names, addresses, and position of all persons having a financial interest in company:**

Mr. Frank Antetomaso, P.E. – Partner  
1 Dolphin Drive  
Massapequa, NY 11758

Mr. Zabdiel Blackman, P.E., L.S. – Partner  
9 Hillcrest Road  
Port Washington, NY 11050

**iii.) Principal Information:**

Mr. Frank Antetomaso, P.E. – Partner  
1 Dolphin Drive  
Massapequa, NY 11758

Mr. Zabdiel Blackman, P.E., L.S. – Partner  
9 Hillcrest Road  
Port Washington, NY 11050

**iv.) State of Incorporation**

N/A

**v.) Number of Employees in Company**

130

**vi.) Annual Revenue of the Firm**

\$23,957,756 (2014)

**vii.) Summary of Relevant Accomplishments**

Bowne is one of the oldest and largest engineering consulting firms in the New York metropolitan area with over 130 professional engineers, surveyors, construction managers, computer specialists and technicians. The firm has been applying its experience and know-how to service the needs of government and industry since 1895.





Bowne has over 100 years of experience with public works projects in both design and construction oversight. Bowne's projects incorporate innovative design and construction procedures that have earned the firm significant acclaim. As a result of our vast experience working within a variety of locations on Long Island, Bowne staff members are able to identify problems and to resolve them quickly.

Bowne has extensive experience in survey, drafting, detailed design plans, estimating and bid phase services.

Bowne is proud of our long-standing relationship with Nassau County. Some of our recent projects include:

- West Shore Road Seawall Inspection
- Bulkhead Replacement at Sea Cliff Park
- Cradle of Aviation Site Design
- Bayville Road Improvement
- Meadowmere Park Road Raising
- Mitchel Field North Site Improvement
- Ocean Avenue Road and Drainage Reconstruction
- Quaker Meeting House Road Reconstruction
- Wheatley Road Drainage

Bowne has been awarded two "On-Call" contracts with the County, one for Civil Engineering and Site Development Services and one for Building Design Services.

Bowne was also awarded several projects in the aftermath of Superstorm Sandy where we provided civil engineering, site development and building design services.

viii.) Copies of all state and local licenses and permits

Copies appear at the end of this section.

**B. Indicate Number of Years in Business**

120 years.

**C. Provide any other information**

Bowne is located in Mineola, NY, and has been providing engineering, architectural and surveying services to Long Island municipalities for over 100 years. The company's primary client base consists of Nassau and Suffolk Counties and the various towns, villages, cities and water and fire districts within each county.



As Municipal Engineer for over 30 Long Island villages, providing engineering consulting for public works projects, we are well-respected by and enjoy excellent relationships with the local communities. Many of our staff routinely appear before town and village boards as consultants and serve as expert witnesses. We also attend public information meetings to review the impacts of planned improvement projects on their communities.

Bowne serves as the municipal engineer for many communities within Nassau County and has, over the course of its history, served nearly every community in some capacity.

**D. Provide Names of References**

Richard Betz, P.E., Commissioner  
Town of Oyster Bay  
150 Miller Place  
Syosset, NY 11791  
516-677-5125

Gilbert Anderson, P.E., Commissioner  
Suffolk County Dept. of Public Works  
355 Yaphank Avenue  
Yaphank, NY 11980  
631-852-4011

Paul DiMaria, P.E., Commissioner  
Town of North Hempstead Dept. of Public Works  
285 Denton Avenue  
New Hyde Park, NY 11040  
516-739-6721



**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

SIDNEY B BOWNE & SON LLP  
235 EAST JERICHO TURNPIKE  
MINEOLA, NY 11501-0000

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 01/01/2015 TO 12/31/2017.

*Douglas E. Lentivech*  
DOUGLAS E. LENTIVECH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS  
CERTIFICATE NUMBER  
0011678



*John B. Kiniger*  
JOHN B. KINIGER  
PRESIDENT OF THE UNIVERSITY  
AND COMMISSIONER OF EDUCATION

THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES

SIDNEY B. BOWNE & SON LLP  
235 EAST JERICHO TURNPIKE  
MINEOLA, NY 11501-0000

TO PROVIDE LAND SURVEYING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD  
06/01/2014 TO 05/31/2017.

*Douglas E. Lentivich*  
DOUGLAS E. LENTIVICH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

CERTIFICATE NUMBER  
0011176



*John B. King*  
JOHN B. KING  
PRESIDENT OF THE UNIVERSITY  
AND COMMISSIONER OF EDUCATION

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Frank Antetomaso  
Date of birth 12 / 12 / 39  
Home address 1 Dolphin Drive  
City/state/zip Massapequa, New York 11758  
Business address 235 E. Jericho Turnpike  
City/state/zip Mineola, New York 11501  
Telephone 516-746-2350  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President      /      /      Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner 5 / 1 / 89  
Vice President      /      /      \_\_\_\_\_ /      /       
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
NO      YES X If Yes, provide details. I own 50% of the company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO      YES X If Yes, provide details. Guarantee amount of \$3,000,000.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO      YES X; If Yes, provide details. I am President of Bowne Management Systems, Inc. and RouteSmart Technologies, Inc.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES      If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES \_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

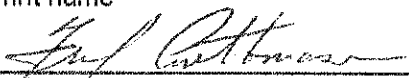
I, Frank Antetomaso, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28<sup>th</sup> day of August 2015

Kenn A. Petracelli  
Notary Public

Sidney B. Bowne & Son, LLP  
Name of submitting business

Frank Antetomaso  
Print name

  
Signature

Partner  
Title

8, 28, 15  
Date



## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Zabdiel Blackman  
Date of birth 10 / 5 / 31  
Home address 9 Hillcrest Road  
City/state/zip Port Washington, NY 11050  
Business address 235 E. Jericho Turnpike  
City/state/zip Mineola, NY 11501  
Telephone 516-746-2350  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner 10 / 1 / 85  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
NO \_\_\_\_ YES X If Yes, provide details. I own 50% of the company.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES \_\_\_\_ If Yes, provide details. Guarantee amount of \$3,000,000.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO \_\_\_\_ YES X; If Yes, provide details. I am Secretary/Treasurer of Bowne Management Systems, Inc. and RouteSmart Technologies, Inc.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO \_\_\_\_ YES X If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
NO X YES \_\_\_\_ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES \_\_\_\_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES \_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Zabdiel Blackman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 28<sup>th</sup> day of August 2015

Karen A. Petrocelli  
Notary Public

Sidney B. Bowne & Son, LLP  
Name of submitting business

Zabdiel Blackman  
Print name

Zabdiel Blackman  
Signature

Partner  
Title

8/28/2015  
Date

KAREN A. PETROCELLI  
Notary Public, State of New York  
NO. 01PE6242121  
Qualified in Nassau and Suffolk Counties  
Commission Expires May 31, 2019

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Sidney B. Bowne & Son, LLP

Address: 235 E. Jericho Turnpike

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-1730562

3. Type of Business: Public Corp ☒ Partnership Joint Venture  
Ltd. Liability Co Closely Held Corp Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Frank Antetomaso 1 Dolphin Drive, Massapequa, NY 11758

Zabdiel Blackman 9 Hillcrest Road, Port Washington, NY 11050

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

same as above

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Bowne Management Systems, Inc, affiliate

RouteSmart Technologies, Inc., affiliate

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

none

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/28/15

Signed: Frank Antetomaso

Print Name: Frank Antetomaso, P.E.

Title: Partner

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Bowne Management Systems, Inc.

Address: 235 E. Jericho Turnpike

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-2630268

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Frank Antetomaso 1 Dolphin Drive, Massapequa, NY 11758

Zabdiel Blackman 9 Hillcrest Road, Port Washington, NY 11050

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Same as above



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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Sidney B. Bowne & Son, LLP, affiliate

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RouteSmart Technologies, Inc., affiliate

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

none

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

none

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/28/15

Signed: Frank Antetomaso

Print Name: Frank Antetomaso

Title: President

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: RouteSmart Technologies, Inc.

Address: 235 E. Jericho Turnpike

City, State and Zip Code: Mineola, New York 11501

2. Entity's Vendor Identification Number: 11-3457432

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Frank Antetomaso, 1 Dolphin Drive, Massapequa, NY 11758

Zabdiel Blackman 9 Hillcrest Road, Port Washington, NY 11050

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Same as above

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Sidney B. Bowne & Son, LLP, affiliate

RouteSmart Technologies, Inc., affiliate

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

none

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

none

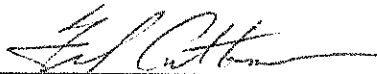
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/28/15

Signed: 

Print Name: Frank Antetomaso

Title: President

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

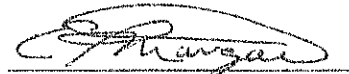
incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated:

May 15, 2015



EDWARD P. MANGANO  
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

none

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2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

none

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

none



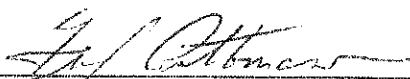
4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**  
none

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:  
none

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VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/28/15

Signed: 

Print Name: Frank Antetomaso, P.E.

Title: Partner

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Frank Antetomaso, P.E., Partner

August 28, 2015

Name and Title of Authorized Representative

m/d/yy

Signature

Date

Sidney B. Bowne & Son, LLP

Name of Organization

235 E. Jericho Turnpike, Mineola, New York 11501

Address of Organization